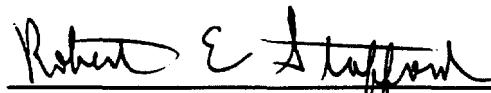


3. The implementation of this Interconnection Agreement is consistent with the public interest, convenience and necessity. Once USLD has effective tariffs, the Interconnection Agreement will allow the exchange of traffic between SWBT and USLD, furthering the transition of telecommunications competition in the State of Oklahoma, a policy which has been advocated by this Commission and the United States Congress. The Agreement allows diversity in providers, provides for interconnectivity and increases customer choices for telecommunications services.
4. This Interconnection Agreement is pro-competitive in that it allows for USLD to compete with SWBT as a provider of local exchange service. The Interconnection Agreement allows USLD's customers to be able to make and receive local telephone calls to the same extent as they could in receiving local telephone service from SWBT, including the ability to have their names listed in the Southwestern Bell white pages, access to 911 with no disparity in dialing, and an ability to place and receive alternatively billed calls.
5. Implementation of the Interconnection Agreement will provide end users with additional choice for local telephone service subject to the same service quality standards and service capabilities as those required by the Commission's rules and which end users have traditionally come to expect from their local service provider.
6. This Interconnection Agreement does not discriminate against any telecommunications carriers. The Agreement is available to any similarly situated telecommunications service provider in negotiating a similar agreement.
7. The Interconnection Agreement provides USLD access and interconnection to SWBT network facilities for the provision of telecommunications services to both residential and business customers.

Further affiant sayeth not.



ROBERT E. STAFFORD

Division Manager - Regulatory & Industry Relations

Subscribed and sworn to before me this 9th day of September, 1996.

Henry L. Scott  
NOTARY PUBLIC

My Commission Expires:

8/28/00

## TABLE OF CONTENTS

INTERCONNECTION AGREEMENT  
BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY  
AND  
US LONG DISTANCE

I.	<u>DEFINITIONS</u> .....	1
II.	<u>NETWORK INTERCONNECTION ARCHITECTURE</u> .....	1
III.	<u>COMPENSATION FOR DELIVERY OF TRAFFIC</u> .....	3
	A. <u>Reciprocal Compensation for Termination of Local Traffic</u> .....	4
	C. <u>Reciprocal Compensation for Local, EAS and CMRS "Through-put" Traffic</u> .....	5
	D. <u>Reciprocal Compensation for Termination of IntraLATA Interexchange Traffic</u> .....	6
	E. <u>Compensation for Origination and Termination of InterLATA Interexchange Traffic</u> (Meet-Point Billing "MPB" Arrangements) .....	6
	F. <u>Billing Terms and Conditions</u> .....	7
IV.	<u>NUMBERING</u> .....	7
V.	<u>APPENDICES</u> .....	9
VI.	<u>ADDITIONAL SERVICES</u> .....	9
	A. <u>911/E911</u> .....	9
	B. <u>Dialing Parity</u> .....	9
	C. <u>White Page Directory Listings and Distribution</u> .....	10
	D. <u>Directory Assistance (DA)</u> .....	10
	E. <u>Support Systems Services</u> .....	10
	F. <u>Operator Services</u> .....	11
	G. <u>LIDB Services</u> .....	11
	H. <u>Clearinghouse Services</u> .....	11
	I. <u>Hosting</u> .....	11
	J. <u>Recording</u> .....	12
	K. <u>CNAM</u> .....	12
	L. <u>BCR</u> .....	12
	M. <u>SS7</u> .....	12
VII.	<u>POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY</u> .....	12

VIII.	<u>USAGE SENSITIVE LOCAL CONNECTION (USLC)/UNBUNDLED ARRANGEMENTS</u> . . . . .	12
IX.	<u>LOCAL NUMBER PORTABILITY</u> . . . . .	13
X.	<u>RESALE</u> . . . . .	13
XI.	<u>ADDITIONAL RESPONSIBILITIES OF THE PARTIES</u> . . . . .	13
	A. <u>Notice of Network Changes</u> . . . . .	13
	B. <u>Cooperation on Fraud</u> . . . . .	13
	C. <u>Payments of Rates and Charges</u> . . . . .	13
	D. <u>Termination of Service</u> . . . . .	14
	E. <u>Changes in Subscriber Carrier Selections</u> . . . . .	14
XII.	<u>OTHER OBLIGATIONS OF THE LSP</u> . . . . .	15
	A. <u>Operating Company Number (OCN)</u> . . . . .	15
	B. <u>Special Service Arrangements</u> . . . . .	15
	C. <u>Special Construction</u> . . . . .	15
XIII.	<u>NETWORK MAINTENANCE AND MANAGEMENT</u> . . . . .	15
	A. <u>Law Enforcement and Civil Process</u> . . . . .	15
	B. <u>Network Management Controls</u> . . . . .	16
XIV.	<u>FORCE MAJEURE</u> . . . . .	16
XV.	<u>LIMITATION OF LIABILITY</u> . . . . .	17
XVI.	<u>NONDISCLOSURE</u> . . . . .	18
XVII.	<u>PUBLICITY</u> . . . . .	19
XVIII.	<u>ASSIGNMENT</u> . . . . .	19
XIX.	<u>DISPUTE RESOLUTION</u> . . . . .	19
	A. <u>Finality of Disputes</u> . . . . .	19
	B. <u>Alternative to Litigation</u> . . . . .	19
	1. <u>Resolution of Disputes Between Parties to the Agreement</u> . . . . .	20
	2. <u>Arbitration</u> . . . . .	20
	3. <u>Costs</u> . . . . .	21
XX.	<u>VERIFICATION REVIEWS</u> . . . . .	21

XXI.	<u>COMPLIANCE WITH LAWS.</u>	22
XXII.	<u>EFFECT OF OTHER AGREEMENTS</u>	23
XXIII.	<u>CERTIFICATION REQUIREMENTS</u>	23
XXIV.	<u>NOTICES</u>	23
XXV.	<u>THIRD PARTY BENEFICIARIES</u>	24
XXVI.	<u>TAXES</u>	24
XXVII.	<u>TERM</u>	24
XXVIII.	<u>WAIVER</u>	24
XXIX.	<u>DISCLAIMER OF WARRANTIES</u>	24
XXX.	<u>EFFECTIVE DATE</u>	25
XXXI.	<u>RELATIONSHIP OF THE PARTIES</u>	25
XXXII.	<u>COMPLETE TERMS</u>	25

APPENDICES  
TABLE OF CONTENTS  
INTERCONNECTION AGREEMENT

<u>ATTACHMENT</u>	<u>CONTENT</u>
I.	APPENDIX DEFINE
II.	APPENDIX CA
III.	APPENDIX NMC
IV.	APPENDIX DCO
V.	APPENDIX NIM
VI.	APPENDIX ITR
VII.	APPENDIX 911
VIII.	APPENDIX WP
IX.	APPENDIX PORT
X.	APPENDIX UNC
XI.	APPENDIX DA
XII.	APPENDIX OS
XIII.	APPENDIX LIDB
XIV.	APPENDIX CH
XV.	APPENDIX HOST
XVI.	APPENDIX FGA
XVII.	APPENDIX CELLULAR

XVIII.

APPENDIX RESALE

XIX.

APPENDIX RECORDING

XX.

APPENDIX BCR

XXI.

APPENDIX SS7

XXII.

APPENDIX CNAM [LIDB]

## AGREEMENT

This Agreement is between US Long Distance, Inc. ("USLD") and Southwestern Bell Telephone Company ("SWBT") (collectively, "the Parties") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

WHEREAS, the Parties wish to establish terms for interconnection for purposes of exchanging local, intraLATA interexchange and interLATA interexchange traffic pursuant to the Telecommunications Act of 1996 (the "Act"), and the Public Utility Regulatory Act of 1995 (PURA '95) and other applicable state laws;

WHEREAS, USLD desires to provide local exchange service to residential and business end users predominantly over its own telephone exchange service facilities in Arkansas, Kansas, Oklahoma, Missouri and Texas;

TEHEREFORE, the Parties hereby agree as follows:

### I. DEFINITIONS

Definitions of the terms used in this Agreement are listed in Appendix DEFINE, attached hereto and incorporated by reference.

### II. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall provide for interoperation of their networks as stated below:

#### A. Parties shall interconnect their facilities as follows:

##### 1. USLD shall interconnect with SWBT's facilities as follows:

- a. In each SWBT exchange area in which USLD chooses to offer local exchange service, USLD, at a minimum, will interconnect its network facilities to (a) each SWBT access tandem(s), and (b) to either each SWBT local tandem(s) or each SWBT end office(s) subtending that local tandem(s). SWBT End Offices ("EO") and tandems through which USLD will terminate its traffic will be called Designated Connecting Offices ("DCOs") and are identified in Appendix DCO attached hereto and incorporated herein by reference. As USLD initiates exchange service operations in additional SWBT exchange areas, SWBT and USLD shall agree upon additional DCOs in each new exchange area. USLD agrees that if SWBT establishes additional tandems in an exchange area within which USLD offers local exchange service, USLD will interconnect to the additional tandems.



- b. Interconnection to a SWBT local tandem(s) will provide USLD local access to the SWBT end offices and NXX's which subtend that tandem(s), and to other LSPs and LECs [subject to Section XII (Other Obligations of LSP)] which are connected to that tandem(s). Interconnection to a SWBT end office(s) will provide USLD access only to the NXX's served by that individual end office(s) to which USLD interconnects.
  - c. Interconnection to a SWBT access tandem will provide USLD interexchange access to SWBT, Interexchange Carriers (IXCs), LECs and CMRS providers [subject to Section XII (Other Obligations of LSP)] which are connected to that tandem. Where an access tandem also provides local tandem functions, interconnection to a SWBT access tandem serving that exchange will also provide USLD access to SWBT's end offices with the same functionality described in (b) above.
  - d. Where USLD requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911) additional DCOs or special trunking will be required for interconnection to such ancillary services.
2. SWBT shall interconnect with USLD's facilities under terms and conditions no less favorable than those identified in Section A, Paragraph 1, above, at points designated in Appendix DCO.
- B. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the Parties will use the following interconnection method for each tandem and EO identified in Appendix DCO. Technical parameters, descriptions and charges for that method are defined or referenced, as appropriate, in Appendix NIM (Network Interconnection Methods), which is attached hereto and made a part hereof.
- 1. SWBT will provide to USLD at USLD's request, virtual collocation at the same rates, terms, and conditions as FCC 73, Section 25.
  - 2. SWBT will provide to USLD at USLD's request, physical collocation under the same terms and conditions available to similarly situated carriers at the time of such request.
  - 3. SWBT will provide USLD, at USLD's request, SONET Based Interconnection (SBI) pursuant to SWBT's tariff terms and conditions in FCC No. 73, Section 30.

4. Other interconnection methods as may be negotiated on a nondiscriminatory basis.
- C. In addition, the Parties agree to follow the interconnection and trunking requirements listed in Appendix ITR, which is attached hereto and made a part hereof.
- D. The Parties shall identify the V&H coordinates for each NIP. Appendix DCO which identifies the specific interconnection points agreed upon by the Parties is attached hereto and incorporated herein by reference.

### III. CCOMPENSATION FOR DELIVERY OF TRAFFIC

For purposes of compensation under this Agreement, the telecommunications traffic ~~traded~~ between the Parties shall be classified as either Local Traffic, Optional EAS, Through-put Traffic, IntraLATA Interexchange Traffic, or InterLATA ~~Inter~~exchange. The Parties agree that, notwithstanding the classification of traffic ~~under~~ this Agreement, either Party is free to define its own "local" calling scope(s) for purposes of its provision of telecommunications service to its end users.

~~Calls~~ originated by one Party's end users and terminated to the other Party's end users shall be classified as local traffic under this Agreement if the call originates ~~and~~ terminates in the same SWBT exchange area (for illustrative purposes as ~~defined~~ and described in SWBT tariffs), or originates and terminates within different SWBT exchanges which share a common mandatory local calling scope. ~~Calls~~ originated by one Party's end users and terminated by the other Party's end users shall be classified as optional Extended Area Service (EAS) if the call originates or terminates in those exchanges currently offering two-way optional EAS as identified on Schedule 2 - Optional EAS Exchanges which is attached ~~hereto~~ and incorporated by reference. Calls not classified as local or optional EAS ~~under~~ this Agreement shall be treated as interexchange for intercompany compensation purposes.

Intercompany compensation for Feature Group A traffic is described in Appendix FGA, which is attached hereto and incorporated herein by reference.

The Parties agree to include the originating calling number in the information they transmit with each call being terminated on the other's network, so that correct jurisdiction of the call can be made under this section for the purpose of intercompany compensation. The type of originating calling number transmitted is dependent upon the protocol of the trunk signaling utilized for interconnection.

Traditional toll protocol is used with Multi-frequency (MF) signaling and Automatic Number Identification (ANI) is sent from the end office switch towards the tandem switch. Signaling System Seven (SS7) protocol utilizes Calling Party Number (CPN) to identify the originating calling number. The CPN is defined by the originating switch to be the billing number. In some cases (i.e., call forwarding) this may not be the actual originating calling number.

Intercompany compensation for CRMS traffic is described in Appendix Cellular, which is attached hereto and incorporated herein by reference. The Parties acknowledge that current CRMS arrangements are likely to change. In the event that either Party establishes a new or different tariff or interconnection for compensation arrangement with any CRMS provider, the Parties agree to meet and renegotiate the terms for termination of traffic received from such CRMS provider. In the event SWBT agrees to an interconnection arrangement that provides for payments to the CRMS provider for landline originated traffic, SWBT will not be responsible to the CRMS provider for any payment owed for traffic originated by USLD end users.

Where the originating calling number is not transmitted, the highest compensation rate under this Section shall apply. Intercompany compensation records for calls hereunder shall be subject to the verification procedures set forth in Section XX (Verification Reviews). Compensation for all calls shall be paid regardless of a Party's ability to collect charges from its end user for such call or calls.

Subject to the foregoing principles, the following compensation terms and conditions shall apply:

A. Reciprocal Compensation for Termination of Local Traffic

1. Applicability of Rates:

- a. The rates, terms, and conditions in this subsection A apply only to the termination of Local Traffic, except as explicitly noted.
- b. USLD agrees to compensate SWBT for the termination of USLD Local Traffic originated by USLD end users in the SWBT exchanges described in Appendix DCO and terminating to SWBT end users located within those exchanges referenced therein. SWBT agrees to compensate USLD for the termination of SWBT Local Traffic originated by SWBT end users in the SWBT exchanges described in Appendix DCO and terminating to USLD end users located within those exchanges referenced therein.

2. Local Interconnect Rates

Rate per MOU

a. Tandem End Office Served Traffic\* **\$0.0100**

MOU will be measured in seconds by call type and accumulated to one minute increments for billing purposes in accordance with industry rounding standards subject to the *de minimus* provision set forth below.

\*Subject to direct end office trunking commitment contained in Appendix ITR.

b. *De minimis* Provision. For purposes of this Paragraph there shall be a monthly threshold *de minimis* level of Local Traffic below which no compensation will be paid by the Parties for termination of Local Traffic, unless the net of such terminating traffic results in Minutes of Use (MOUs) in excess of the threshold. Such *de minimus* level shall be 105% determined by comparing each Party's monthly MOU calculation. Such minutes of use shall be measured in seconds by call type and accumulated to one minute increments for billing purposes in accordance with industry rounding standards. This provision applies to Local Traffic only, which includes calls originated and terminated to/from mandatory local calling areas, but does not include Transit, CMRS or Optional EAS Traffic. The Parties acknowledge and agree that any compensation which might accrue in an amount less than required by this Section shall be considered *de minimis*, however, the Parties shall exchange all records required under the Agreement even when the traffic exchanged between the Parties is *de minimus*. Whenever the traffic exchanged between the parties exceeds the 105% *de minimus* level, in any given month, the Parties shall bill or settle amongst themselves for all MOUs.

B. Reciprocal Compensation for EAS Traffic

The Parties agree to compensate one another for EAS Traffic at the rates contained in Schedule 1 Price List.

C. Reciprocal Compensation for Local, EAS and CMRS "Through-put" Traffic

1. Applicability of Rates:

Compensation for the transport of "through-put" or (intermediate tandem) traffic which neither originates nor terminates on billing Party's network.

2. Rate Element:

A Tandem Through-put rate element applies to all terminating local, EAS and CMRS minutes of use between local exchange service providers which traverse the billing Party's tandem switch, but which neither originate with, nor terminate to that Party's end user. This rate element includes compensation for tandem switching to connect local exchange service providers to third party providers, including CMRS providers. Charges are owed by the originating local exchange service provider.

3. Rates:

Rates Per MOU

Tandem Through-put

**\$0.0030**

D. Reciprocal Compensation for Termination of IntraLATA Interexchange Traffic

For intrastate intraLATA interexchange service, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service or "MTS" and originating access rates for 800 Service, including the Carrier Common Line or "CCL" as set forth in each Party's intrastate access service tariff. In the absence of USLD's PUC-approved Intrastate Access Service Tariff, SWBT's tariff shall be used as the basis for reciprocal compensation.

E. Compensation for Origination and Termination of InterLATA Interexchange Traffic (Meet-Point Billing "MPB" Arrangements)

1. USLD and SWBT may mutually agree to establish Meet-Point billing arrangements in order to provide Switched Access Services to IXCs via an SWBT access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. USLD's Meet -Points with SWBT shall be those identified in Appendix DCO.
2. The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this Meet-Point Billing arrangement, including Meet-Point Billing percentages.

3. As detailed in the MECAB document, the Parties will, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet-Point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
4. Initially, billing to IXC's for the Switched Access Services jointly provided by the Parties via the Meet-Point Billing arrangement shall be according to the multiple bill/multiple tariff method as described in the MECAB document.
5. Meet-Point Billing shall also apply to all traffic bearing the 900, 800, 888 NPA.

F. Billing Terms and Conditions

Other than for traffic described in subsection D above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

- a. Each Party will record its originating minutes of use including identification of the originating and terminating NXX for all intercompany calls.
- b. Each Party will transmit the summarized originating minutes of use (from a. above) to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- c. Bills rendered by either Party shall be paid within thirty (30) days of receipt subject to subsequent audit verification as described in Section XX (Verification Reviews).
- d. Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP).<sup>1</sup>

IV. NUMBERING

---

<sup>1</sup> Technical Exhibit Settlement Procedures, previously provided to USLD.

- A. USLD is responsible for obtaining its own NXX codes. This responsibility shall include obtaining a separate NXX code or codes for each SWBT exchange or mandatory SWBT local calling scope where USLD intends to provide local service. The purpose of this responsibility is to provide the means by which to rate and measure the jurisdictional nature of traffic consistent with PUC and other lawful requirements. Either Party's rights to employ or to request and be assigned central office codes (NXX), are set forth in the Central Office Code Assignment Guidelines.<sup>2</sup> USLD agrees it will assign numbers from the assigned NXX codes to end users located in the SWBT exchange or mandatory local calling scope where the NXX is assigned.

Notwithstanding the foregoing, due to the current shortage of available NXX codes, the Parties agree that USLD will not seek to obtain a separate NXX for each SWBT Exchange or mandatory local calling scope, but instead will obtain and assign codes consistent with a mutually agreed upon NXX plans for each Metropolitan Calling Area where USLD will provide local service.

- B. To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with USLD in a neutral and nondiscriminatory manner, consistent with regulatory requirements, in regard to USLD's requests for assignment of central office code(s) (NXX) consistent with the Central Office Code Assignment Guidelines, and any applicable PUC rules and/or orders.
- C. It shall be the responsibility of each Party to program and update its own switches to recognize and route traffic to other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and updating switching activities.
- D. Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust.

USLD agrees that it shall pay SWBT the sum of \$110 per NXX in each exchange for SWBT's input of required data necessary to update the Local Exchange Routing Guide (LERG) on USLD's behalf. SWBT shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of USLD's data into the LERG other than direct

---

<sup>2</sup> Last published by the Industry Numbering committee ("INC") as INC 95-0407-008, Revision 4/95, formerly ICCF 93-0729-010.

damages. USLD's direct damages shall not exceed the amount of the charges paid to SWBT by USLD for LERG input under this Agreement.

USLD agrees to defend, indemnify and hold harmless SWBT from any and all losses, damages, or other liabilities, including attorneys' fees, that it may incur as a result of claims, demands, or other suits brought by any party that may arise out of the data submitted and/or the input of that data into the LERG by SWBT. USLD shall defend against all end user claims just as if USLD had performed its own LERG input.

V. APPENDICES

Attached to this Agreement are Appendices Define, CA, NMC, DCO, NIM, ITR, 911, WP, PORT, UNC, DA, OS, LIDB, CH, HOST, FGA, CELLULAR, RESALE, RECORDING, BCR, SS7 and CNAM. To the extent that any definitions, terms, or conditions in such Appendices differ from those contained in the main body of this Agreement (not including the Appendices), those definitions, terms, or conditions shall supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in such Appendices. In particular, if an Appendix contains a term length and the main body of this is for a different term length, the term length of that Appendix shall control the length of time that services or activities are to occur under the Appendix but shall not be held to extend the term length of the remainder of this Agreement, except as may be necessary to interpret the Appendix.

VI. ADDITIONAL SERVICES

A. 911/E911

SWBT shall make available nondiscriminatory access to 911 or E911 service under the terms and conditions described in Appendix 911, which is attached hereto and incorporated by reference.

B. Dialing Parity

1. Local Dialing Parity

SWBT agrees that local dialing parity will be available to USLD. That is, when customers of SWBT and USLD have the same exchange boundaries, these customers will be able to dial the same number of digits when making a "local" call.



2. IntraLATA Toll Dialing Parity.

SWBT agrees to make intraLATA toll dialing parity available in accordance with Section 271(e) of the Telecommunications Act of 1996.

C. White Page Directory Listings and Distribution

SWBT shall provide nondiscriminatory access to White Pages directory listing and distribution services under the terms described in Appendix WP, which is attached hereto and incorporated by reference.

Information Page

At USLD's request, a single page in the "Informational Page" section of SWBT's White Pages telephone directory shall be provided to permit critical end user contact information regarding emergency services, billing and service information, repair services, and other pertinent information relative to USLD. SWBT shall provide the "Informational Page" under the terms described in Appendix WP, which is attached hereto and incorporated by reference.

D. Directory Assistance (DA)

SWBT will provide nondiscriminatory access to DA services under the terms and conditions identified in Appendix DA, which is attached hereto and incorporated by reference.

E. Support Systems Services

1. Transfer of Service Announcements (Intercept)

When an end user changes from SWBT to USLD, or from USLD to SWBT, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. This announcement will provide the new number to be dialed to reach this end user, unless the end user requests that the new number not be published. Each Party will provide this service consistent with its tariffs.

2. Coordinated Repair Calls

The Parties will employ the following procedures for handling misdirected repair calls:

- a. The Parties will inform their respective end users of the correct telephone numbers to call to access their respective repair bureaus.
- b. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number.

In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.

- c. The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

F. Operator Services

SWBT shall provide nondiscriminatory access to Operator Services, including Line Status Verification and Busy Line Interrupt, under the terms and conditions identified in Appendix OS, which is attached hereto and incorporated by reference.

G. LIDB Services

SWBT shall provide nondiscriminatory access to LIDB services pursuant to tariff and the additional terms and conditions in Appendix LIDB, which is attached hereto and incorporated by reference.

H. Clearinghouse Services

SWBT shall provide for the settlement of revenues from certain messages through the Clearinghouse services provided by SWBT pursuant to the terms and conditions in Appendix CH, which is attached hereto and made a part hereof.

I. Hosting

Upon request, SWBT shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from USLD for distribution to the appropriate billing and/or processing location or for delivery to USLD of such data via SWBT's internal network or the nationwide CMDS network pursuant to Appendix HOST, which is attached hereto and made a part hereof.

J. Recording

Upon request, SWBT shall perform recording, message processing and message detail services for USLD pursuant to Appendix RECORDING which is attached hereto and made a part hereof.

K. CNAM

Upon request, SWBT shall provide Calling Name Delivery Query Service to USLD pursuant to Appendix CNAM which is attached hereto and made a part hereof.

L. BCR

Upon request, SWBT shall provide Billing, Collecting and Remitting services to USLD pursuant to Appendix BCR which is attached hereto and made a part hereof.

M. SS7

Upon request SWBT shall provide SS7 services to USLD pursuant to Appendix SS7 which is attached hereto and made a part hereof.

VII. PCLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

Upon request, the Parties shall provide non-discriminatory access to the poles, ducts, conduits, and rights-of-way they own or control. If a request for such access is made, the Parties will negotiate a stand alone agreement to provide for it.

VIII. USAGE SENSITIVE LOCAL CONNECTION (USLC)/UNBUNDLED ARRANGEMENTS

Upon request, SWBT shall provide USLC service pursuant to the terms and conditions outlined in the SWBT Texas Local Access Service Tariff, Usage Sensitive Local Connection, Section 3, contingent upon final tariff approval. Further, upon request, the Parties shall provide additional unbundled network components. SWBT's terms and conditions for such elements are identified in

Appendix UNC, which is attached hereto and made a part hereof. The prices for such services are identified in Schedule 1 - Price List.

IX. LOCAL NUMBER PORTABILITY

Upon request, the Parties shall provide reciprocal interim number portability arrangements. SWBT's terms and conditions for the provisioning of this service in Texas are outlined in the SWBT Local Access Service Tariff, Interim Number Portability, Section 4. SWBT's terms and conditions for provisioning the service in Missouri, Kansas, Oklahoma and Arkansas are contained in Appendix PORT which is attached hereto and made a part hereof. The prices for such services are identified in Schedule 1 - Price List.

X. RESALE

The terms and conditions for resale of SWBT services are contained in Appendix RESALE. The specific services to be provided by SWBT to USLD and the discounts for such services are identified in such appendix.

XI. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

A. Notice of Network Changes

The Parties agree to provide each other reasonable notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks.

B. Cooperation on Fraud

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

At a minimum, such cooperation shall include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges, when such end user seeks service from the other Party. It shall be the responsibility of the Party seeking such information to secure the end user's permission to obtain such information.

C. Payments of Rates and Charges

When a Party orders service from another Party, the service provider may require, prior to the time the service order is accepted, an advance payment.

The Parties shall pay all rates and charges due and owing within thirty (30) days of receipt of an invoice unless such charges are governed by the clearinghouse process included as Appendix CH. Interest on overdue invoices shall apply at the applicable rates specified in SWBT's Interstate Access Services Tariff.

If a Party is billed incorrectly for services rendered pursuant to this Agreement, a billing adjustment will be calculated. If a refund is due, an adjustment shall be made for the entire period of the overcharges, not to exceed twenty-four (24) months. If an overcharge is adjusted within three billing cycles of the bill in error, interest will not be applicable. If the overcharge is not adjusted within three billing cycles, interest on the amount will be credited at the applicable rate from SWBT's interstate Access Services Tariff.

D. Termination of Service

Upon nonpayment of any sum due, or upon violation of any conditions governing the furnishing of service, a Party may give notice, without incurring any liability, that such Party will discontinue furnishing service under this Agreement. Proper notice shall consist of notice sent by certified mail, return receipt requested, at least thirty (30) days prior to the stated date of disconnection; notice is complete upon mailing.

Prior to termination of service for nonpayment, the Parties agree to investigate any allegations of improper charges and agree to attempt to resolve each dispute prior to the disconnection of any account(s) for nonpayment.

At its option, a Party to whom past due amounts are owed may net those amounts against funds which otherwise might be due the other Party.

E. Changes in Subscriber Carrier Selections

For the States of Texas and Oklahoma each Party will abide by that state's commission rule in obtaining end user authorization to change an end user's local service provider to itself ("Slamming"). In Missouri, Arkansas and Kansas the FCC rules shall apply. Only an end user can initiate a challenge to a change in its local exchange telephone service. The appropriate installation charge will be assessed to the Party that initiated a service or a

change in the end user's local exchange service without the prior written authorization of the end user. The Party initiating the change has the burden of proof that the end user has given the authorization and must provide all supporting documentation. Furthermore, if either Party violates the verification procedures and collects charges for telephone exchange service or telephone toll service from an end user, the Party shall be liable to the Party previously selected by the end user in an amount equal to all charges paid by such end user after such violation.

**XII. OTHER OBLIGATIONS OF THE LSP**

**A. Operating Company Number (OCN)**

USLD agrees that it shall not send to SWBT traffic that is destined for the network of a third party unless and until compensation arrangements acceptable to USLD and the third party have been reached.

For the purposes of establishing service and providing efficient and consolidated billing to USLD, USLD is required to provide SWBT its authorized and nationally recognized Operating Company Number (OCN) for each state it intends to provide service.

**B. Special Service Arrangements**

For special service arrangements not covered under this Agreement, special charges shall apply as provided in the applicable state General Exchange Tariff or the interstate Access Services tariff.

**C. Special Construction**

If USLD's request for service requires construction of special facilities, special construction charges shall apply as provided in the applicable state General Exchange Tariff or the interstate Access Services tariff.

**XIII. NETWORK MAINTENANCE AND MANAGEMENT**

The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

**A. Law Enforcement and Civil Process**

SWBT and USLD shall handle law enforcement requests as follows:

- 1) **INTERCEPT DEVICES.** Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
- 2) **SUBPOENAS.** If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end users service provider, in which case the Party will respond to any valid request.
- 3) **HOSTAGE OR BARRICADED PERSONS EMERGENCIES.** If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

**B. Network Management Controls**

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A FAX number must also be provided to facilitate event notifications for planned mass calling events. Each Party agrees, at a minimum, to maintain the network traffic management controls capabilities set forth in SWBT's Handbook for Switch Based providers, a copy of which has been provided to USLD. The Parties acknowledge that Handbook may be amended by SWBT from time to time. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

XIV. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

XV. LIMITATION OF LIABILITY

Either Party's failure to provide or maintain service under this Agreement shall be excused by labor difficulties, government orders, civil commotion, acts of God and other circumstances beyond that Party's reasonable control, subject to any applicable interruption allowance provisions of this Agreement.

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omission, defect in transmission, interruption, failures, delay or error occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Party receiving service under this Agreement as an allowance for interruptions. However, any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused or contributed to by the negligence or willful act of the Party or which arise from the use of that Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, whether sounding in contract or tort.



Each Party shall be indemnified and held harmless by the other against claims and damages by any third Party arising from provision of the other Party's services or equipment except those directly associated with the provision of services to the other Party which are governed by the provisioning Party's applicable tariffs.

Each Party shall be indemnified and held harmless by the other Party from all claims and damages arising from a Party's discontinuance of service to one of its end users for nonpayment.

Each Party shall have no liability to the end users of the other Party for claims arising from the provision of the other Party's service to its end users including but not limited to claims for interruption of service, quality of service or billing disputes.

When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

#### XVI. NONDISCLOSURE

The Parties to this Agreement anticipate and recognize that they will exchange or come into possession of, technical or business information or data about each other's end users and each other's business as a result of this Agreement which will be considered confidential by that Party. Each Party agrees (1) to treat all such information as strictly confidential and (2) to use such information only for purposes of performance under this Agreement. Each Party agrees not to disclose confidential information on the other Party's end users or business to any person without first securing the written consent of the other Party. The foregoing shall not apply to information which is in the public domain.

If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this Section, that Party will immediately inform the other Party of the order or request before such data is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of toll billing records of an individual residence or business end user customer.

This section will not preclude the disclosure by the Parties of information or data described in this Section to consultants, agents, or attorneys representing the respective Parties or the Office of the Public Counsel for the State of Texas and State PUC commission or staff or FCC Staff, provided that these third-parties are bound by the same or comparable confidentiality requirements as the Parties to this Agreement.